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IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR ST JOHNS COUNTY, FLORIDA

AMERICAN EXPRESS NATIONAL BANK,

Plaintiff,

vs.

ATLANTIC MEDIA LLC and MICHELLE JOHNSON, jointly and severally,

Defendant(s)
_____/

CASE NO.: CA23-1231

NOTICE OF FILING PLAINTIFF'S AFFIDAVITS OF INDEBTEDNESS

COMES NOW, THE PLAINTIFF, AMERICAN EXPRESS NATIONAL BANK, by and through its' undersigned counsel, files the Plaintiff's Affidavits of Indebtedness for The Plum and Blue Business Cash cards.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing was e-mailed this 17 day of NOV, 2023 pursuant to the Florida Rules of Judicial Administration, Rule 2.516 to Defendant's Attorney W. Bradley Russell, Esq. at brad@therussellfirm.com.

MODLIN SLINSKY, P.A.
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By: /s/ Ilana Kidwell, Esq.
Ilana Kidwell, Esq.
Fla Bar No. 1008318

Modlin Slinsky File No..: 23013174

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

AFFIDAVIT OF INDEBTEDNESS

I, Stephanie Fogelman, declare and state as follows:

1. I am an Assistant Custodian of Records for American Express National Bank ("Plaintiff"), a national bank organized under the laws of the United States, ("American Express" hereinafter), with its headquarters located at 115 W. Towne Ridge Parkway Sandy, UT 84070.

2. In my capacity as Assistant Custodian of Records for American Express, I am familiar with the ongoing credit card business operations and practices of American Express, particularly with respect to its recordkeeping computer systems, credit card agreements and billing for various types of accounts issued by American Express. I have access to the business records relating to credit card accounts issued by American Express, including, in particular, the records of cardmember accounts and the applicable card agreements. I have personal knowledge of American Express' regular practices and procedures with respect to: (a) the transmittal of credit card account agreements, notices, billing statements, and other documents; and (b) quality assurance controls utilized to ensure that such transmittals are properly made. I also have access to and am generally familiar with the cardmember account records created and maintained by American Express. Except where based on my review of records and documents regularly maintained in the ordinary course of business, all of the matters set forth herein are within my personal knowledge and, if called as a witness, I could competently testify thereto.

3. The billing statements and other documents referred to herein were created at or near either the time of the transactions or the time the original statements were made and have been kept by American Express in the ordinary course of business. In my experience, the systems used by American Express to create and maintain data for and to produce billing statements and other documents are reliable and kept in a good state of repair, and American Express' procedures for inserting transaction and other data into the systems have built-in safeguards to ensure accuracy and identify errors. Duplicate statements can be obtained only by authorized American Express personnel or authorized agents pursuant to proper procedures, which must be followed in order to obtain the statements. The other records referred to herein were created and kept in the ordinary course of business by American Express and were created at or near the time of the occurrence of the matters set forth by those records and/or were created based upon information transmitted by a person with knowledge of the matters set forth in those records. It is the regular business

[1] On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. *See,* https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html. *See also,* 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 *et seq.*

practice of American Express to make and keep said records. The statements contained in this affidavit are made based on my personal knowledge of the business records practices of American Express.

4. All American Express credit card accounts are governed by a written agreement (the "Cardmember Agreement") setting forth the terms and conditions of the account. When an American Express account is opened, the Cardmember Agreement is provided to the cardmember. The Cardmember Agreement provides that use of the card constitutes acceptance of the agreement.

5. All American Express Cardmember Agreements expressly provide that American Express may change the terms of the Cardmember Agreement from time to time. American Express advises current cardholders of changes through change-in-terms notices, which are either mailed to American Express cardmembers in separate mailings or included with or printed on the cardmembers' monthly billing statements.

6. American Express maintains computerized records of the amounts due and owing to American Express for any transactions that occur when an individual uses an American Express credit card. The computerized records reflect all debits and credits in connection with the use of an American Express credit card. American Express sends or otherwise makes available monthly billing statements to cardmembers who carry a balance or are otherwise required to receive a monthly statement.

7. I have personally reviewed American Express' records concerning defendant **MICHELLE JOHNSON AND ATLANTIC MEDIA, LLC** ("Defendant"). Those records reflect that Defendant opened an American Express credit card account, the current account number ending in [redacted], **PRREVIOUSLY** [redacted] (the "Account") in **April 2021**. Consistent with American Express' standard business practices, American Express' records reflect that it mailed Defendant's credit card, together with a copy of Defendant's Cardmember Agreement, to Defendant when American Express opened Defendant's Account. Copies of each of these Cardmember Agreements were transmitted to Defendant as they were periodically revised or updated. A true and correct copy of the Cardmember Agreement in effect at the time of cancellation of the Account is annexed hereto as Exhibit A.

8. American Express' records further reflect that Defendant used the Account to pay for various goods and services and/or obtain cash advances. Consistent with American Express' standard business practices, American Express' records reflect that it transmitted monthly billing statements to Defendant. There is no record of Defendant ever asserting a valid unresolved objection to the balance shown as due and owing on the monthly statements provided to Defendant.

9. Pursuant to American Express' records, under the terms of the Cardmember Agreement, Defendant defaulted in making the payments due on the Account. American Express' records reflect that American Express closed Defendant's Account. After giving Defendant credit for all payments made, if any, the amount justly due and owing as of **11/15/2023** is **$1,302,212.69**. True and correct copies of the monthly Account Statements for the defendant's Account for the period closing on **6/11/2023** is/are annexed hereto as Exhibit B.

10. Defendant's Account has not been sold or assigned by American Express, the original creditor of the account.

11. The information set forth herein is true and correct to the best of the undersigned's knowledge, information and belief and, if called as a witness, I could competently testify thereto.

12. Upon information and belief, the Defendant is not now, nor has been within 30 days hereof, in the military service of the United States as defined in the Servicemembers Civil Relief Act as amended nor an infant, incompetent, under mental defect or infirm.

I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: 11/17/2023

By: Stephanie Fogelman
Stephanie Fogelman
Title: Assistant Custodian of Records

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida

County of Broward

Subscribed and sworn to (or affirmed) before me on this 17 day of NOV., 2023 by Stephanie Fogelman proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

NOTARY PUBLIC STATE OF FLORIDA
COREA PARKS
Commission # HH 195193
Expires November 4, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

Cardmember Agreement: Part 1 of 2

As of: 04/01/2021

The Plum Card®
Cardmember Name: MICHELLE JOHNSON

Company Name:ATLANTIC MEDIA

Account Ending In: [redacted]

Fees Table

Issuer: American Express National Bank

Fees	
Annual Membership Fee	**$0** for the first year, then **$250**
Transaction Fees • Foreign Transaction	**None**
Penalty Fees • Late Payment • Returned Payment	**$39** or **1.5%** of the past due amount, whichever is greater. If you do not pay for two billing periods in a row, the fee is the greater of **$39** or **2.99%** of the past due amount. **$39.**

How Fees Work

Fees	
Annual Membership	See the *Fees Table* on page 1 of Part 1.
Late Payment	Unless you follow the terms of the Defer Pay Option (See *Defer Pay Option (Extra Days to Pay)* in Part 2 of this Agreement): $39 or 1.5% of the amount unpaid, whichever is greater, if you do not pay the entire Amount Due shown on your billing statement before the next Closing Date. For each following Closing Date that an amount past due remains unpaid, we may charge a fee of the greater of $39 or 2.99% of any amount past due.
Returned Payment	$39 if your payment is returned unpaid the first time we present it to your bank.
Returned Check	$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Account Re-opening	$25, if your account is cancelled, you ask us to re-open it, and we do so.
Foreign Transaction	None

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

How Your American Express Account Works

Introduction

About your Cardmember Agreement

This document together with Part 1 make up the Cardmember Agreement *(Agreement)* for the *Account* identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Words we use in the Agreement

We, us, and ***our*** mean the issuer shown on page 1 of Part 1. Except as provided below, ***Basic Cardmember*** means the person who applied for this account or to whom we address billing statements. ***Company*** means the business for which the Account is established. ***You*** and ***your*** mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

Card means any card or other device that we issue to access your Account. A ***charge*** is any amount added to your Account, such as purchases and fees. A ***purchase*** is a charge for goods, services, or person-to-person transactions. A ***person-to-person transaction*** is a charge for funds sent to another person.

To ***pay*** by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see *About your payments* in Part 2).

Additional Cardmembers

At your request, we may issue cards to *Additional Cardmembers*. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers.

You must tell Additional Cardmembers that:

- we may obtain, provide and use information about them.
- their use of the Account is subject to this Agreement.

You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the *Closing your Account* sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the first or oldest Additional Card. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.

Replacement Basic Cardmember

You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.

If you propose another person to replace the Basic Cardmember, that person must agree to assume the obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.

You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.

About using your card

Using the card

You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate.

Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

We decide whether to approve a charge, including cash advances subject to *Limits on Cash Advances* and person-to-person transactions subject to *Limits on person-to-person transactions* below, based on how you spend and pay on this Account and other accounts you have with us and our Affiliates. We also consider your credit history and your personal resources that we know about.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.

Limits on person-to-person transactions

Your person-to-person transactions may not exceed the following limits within any 30-day period:

Plum Card® $2,000
Green Card $2,000
Gold Card $2,000
Exec. Bus. Card $2,000
Platinum Card® $4,000
Centurion® Card $5,000

You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the limit on person-to-person transactions.

We may not approve a person-to-person transaction if it would cause your Account to exceed the applicable person-to-person transaction limit.

Promise to pay

You promise to pay all charges, including:

- charges you make, even if you do not present your card or sign for the transaction,
- charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and
- charges that Additional Cardmembers make or permit others to make.

Declined transactions

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.

We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay

Payment of the New Balance is due upon receipt of your statement unless you exercise the Defer Pay Option (Extra Days to Pay). Each statement states the time and manner by which you must make your payment for it to be credited as of the same day it is received.

Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date. Each statement also shows a Next Closing Date.

Minimum Payment Due and Plum Payment Options

Each month you must pay at least your Minimum Payment Due by the Payment Due Date. As long as you satisfy that requirement, you may take advantage of your Plum payment options for any new charges on your billing statement. If your account is current, your Minimum Payment Due is 10% of the balance from new activity on your billing statement plus the entire amount of any outstanding deferred balance. If your account is past due, your Minimum Payment Due is your entire New Balance on your statement.

Early Pay Discount

You may receive a discount on a portion of your eligible charges in a billing period if:

- you make a payment before the Early Pay Due Date,
- the payment exceeds your previously deferred balance, if any,

And

- you satisfy the Minimum Payment Due by the Payment Due Date.

The discount is 1.5% of the portion of your payment that:

- exceeds your previously deferred balance, and
- does not exceed your total eligible charges for the billing period.

You will receive the discount in the form of a statement credit on your next statement. You will not receive the credit, however, if your Account is closed or in default on the Closing Date of the billing period in which the credit is scheduled to be issued.

Eligible charges are purchases of goods and services for use or consumption by the Company in its ordinary course of business, minus returns and other credits.

Eligible charges do NOT include:

- previously deferred amounts,
- past due amounts,
- purchases of traveler's checks,
- purchases or reloading of prepaid cards,
- purchases of any cash equivalents, or
- person-to-person transactions.

Disputed charges do not become eligible charges until the dispute has been resolved and the charges remain on the Account. If for any reason you receive a discount that exceeds 1.5% of your eligible charges, we reserve the right to debit your account for the excess amount.

Defer Pay Option (Extra Days to Pay)

If you pay your Minimum Payment Due by the Payment Due Date, you can take Extra Days to Pay by deferring payment of the remainder of the New Balance on the current statement until the Payment Due Date on your next statement (see *Minimum Payment Due and Plum Payment Options* above). You cannot take Extra Days to Pay if the Account is past due.

How to make payments

Make payments to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- make a separate payment for each Account,
- mail your payment to the address shown on the payment coupon on the billing statement, and
- write the Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in the billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see *How Fees Work* on page 2 of Part 1).

We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

Other important information

Changing the Agreement

We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.
- legal entity of the Company.
- tax identification number.

Closing your Account

You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.

The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.

If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:

- cancel the Account.
- suspend the ability to make charges.
- cancel or suspend any feature on the Account.
- notify merchants that the Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion even if you pay on time and the Account is not in default.

If the Account is cancelled, you must destroy all cards.

We may agree to reinstate the Account after a cancellation. If we do this, we may:

- reinstate any cards, including additional cards.
- charge you any applicable fees, including annual fees.
- charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:

- you violate a provision of this Agreement,
- you give us false information,
- you file for bankruptcy,
- you default under another agreement you have with us or an affiliate,
- you become incapacitated or die, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider the Account in default, we may:

- suspend the ability to make charges.
- cancel or suspend any feature on the Account.
- cancel the Account and require you to pay the Account balance immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.

Credit reports

You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.

You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

Sending you notices

We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.

We may contact you

Servicing and Collections
If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

Call monitoring
We may monitor and record any calls between you and us.

About insurance products	We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about. We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.
How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: • the amount, • the routing number, • the account number, and • the check serial number. If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.
Changing the benefits	We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.
Assigning the Agreement	We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.
Assigning claims	If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
Governing law	Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.
Notice to Oregon Residents	Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.
Notice for residents of Washington State	In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, ***you*** and ***us*** includes any corporate parents, subsidiaries, affiliates or related persons or entities. ***Claim*** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision.

Claim includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a ***claim notice***) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (***FAA***).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration,* the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any ***arbitration fees*** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written ***rejection notice*** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Billing Dispute Procedure

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement
In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We, our,* and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

How Express Cash works
Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (*ATMs*). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (*PIN*). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.
Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or $5, whichever is more. The amount of the transaction is the total of the:
- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.
For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.
If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of $38 to your card account, or we may collect them directly from you.

Limits on amounts and frequency of withdrawals
We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

Plum Card®	$3,000 in a 30-day period
Green Card	$3,000 in a 30-day period
Gold Card	$8,500 in a 30-day period
Exec. Bus. Card	$8,500 in a 30-day period
Platinum Card®	$10,000 in a 30-day period
Centurion® Card	$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash.
Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone
With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to stop AutoPay payments
The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancelation terms:
(1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.
(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
(3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions
Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than $50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as $500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800 528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments
If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:
- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy
We will disclose information to third parties about your transactions:
- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration
The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services
You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions
If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:
- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question
We will tell you the results within 3 business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services
We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at: American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment
We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to $50. If you choose this option, we will take all reasonable steps to comply with your request.

EXHIBIT B

Plum Card®
ATLANTIC MEDIA
MICHELLE JOHNSON
Closing Date 06/11/23 Next Closing Date 07/12/23
Account Ending [redacted]

Customer Care: 1-800-653-1693
TTY: Use Relay 711
Website: americanexpress.com

Your Payment Options this Month Include:

Early Pay

New Balance	**$1,302,212.69**
Early Pay Due Date	**06/21/23**

Defer Pay - Suspended

Minimum Payment Due	**$1,302,212.69**
Payment Due Date	**07/06/23**

Total Early Pay Discount To Date
As of 06/11/23
$155,974.99

Account Summary

Previous Balance	$1,808,212.59
Payments/Credits	-$505,999.90
Includes Early Pay Discount of -$0.00	
New Charges	+$0.00
Fees	+$0.00
New Balance	**$1,302,212.69**

Days in Billing Period: 30

See page 2 for important information about your account.

Please refer to the **IMPORTANT NOTICES** section on **page 5.**

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

Please note, your preset spending limit is $360,000.00. You have spent $1,302,212.69.

For more information on your Plum payment options, refer to page 2 of your statement.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
1-800-472-9297

Account Ending [redacted]
Enter 15 digit account # on all payments.
Make check payable to American Express.

MICHELLE JOHNSON
ATLANTIC MEDIA
452 DEER VALLEY DR
PONTE VEDRA FL 32081

Early Pay Option

New Balance	**$1,302,212.69**
Early Pay Due Date	**06/21/23**

Defer Pay Option - Suspended

Minimum Payment Due	**$1,302,212.69**
Payment Due Date	**07/06/23**

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

[redacted]

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How to Exercise Plum Payment Options: Each month you must pay at least the Minimum Payment Due by the Payment Due Date. If you satisfy the requirement, you may exercise your Plum payment options for new charges on your statement. If your account is current, the Minimum Payment Due is 10% of the balance from new activity on the statement plus the entire amount of any outstanding deferred balance. If your account is past due, the Minimum Payment Due is the entire New Balance. **Early Pay:** To earn an Early Pay Discount, you must first pay any previously deferred balance by the Early Pay Due Date. Then, any additional payment(s) that you make by the Early Pay Due Date will earn an Early Pay Discount (as long as you satisfy the Minimum Payment Due by the Payment Due Date). Payments must be made in accordance with the requirements described in the *Payments* section above. The maximum Early Pay Discount you can earn is 1.5% of total eligible charges on the statement. Your Early Pay Discount will appear as a credit on the next statement. However, i) if you have a credit balance on your next statement, then the Early Pay Discount may be apportioned between that statement and the next statement in which there is a new eligible charge; or ii) if you make a payment toward new eligible charges that is received between statement closing dates, then the Early Pay Discount may be apportioned between the current statement and the next. You will not receive the credit, however, if your Account is closed or in default on the Closing Date of the billing period in which the credit is scheduled to be issued. *Eligible charges* are purchases for goods and services minus returns and other credits on the statement. Refer to your Card Member Agreement for full details. Eligible charges do NOT include previously deferred amounts, past due amounts, purchases of traveler's checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents. **Defer Pay (Extra Days to Pay):** To take Extra Days to Pay, you must pay at least the Minimum Payment Due by the Payment Due Date. Then, you can defer the remaining balance until the Payment Due Date on the next statement without incurring interest. Any deferred balance is due by the Payment Due Date on the next statement. If the account is past due, you cannot defer pay.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
American Express, PO Box 981535, El Paso TX 79998-1535
In your letter, give us the following information:
- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:
- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:
1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at **www.americanexpress.com/updatecontactinfo**
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit **americanexpress.com/autopay** today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit **www.americanexpress.com/privacy.**

Plum Card®
ATLANTIC MEDIA
MICHELLE JOHNSON
Closing Date 06/11/23

Account Ending [redacted]

Customer Care & Billing Inquiries **1-800-653-1693**
International Collect 1-623-492-3344
Lost or Stolen Card 1-800-653-1693
Cash Advance at ATMs Inquiries 1-800-CASH-NOW
Large Print & Braille Statements **1-800-653-1693**

Hearing Impaired
Online chat at **americanexpress.com** or use **Relay dial 711** and **1-800-653-1693**

Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

Payments and Credits

Summary

	Total
Payments	$0.00
Credits	-$505,999.90
Total Payments and Credits	**-$505,999.90**

Detail

*Indicates posting date

	Credits	**Amount**
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$26,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$30,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,999.90
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$26,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$26,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$26,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,000.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$25,500.00
05/22/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$26,000.00
05/23/23*	DISPUTE - PNT=POYNT CO 00-080367132	-$24,000.00

Fees

	Amount
Total Fees for this Period	**$0.00**

Continued on reverse

2023 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2023	$49,544.48
Total Interest in 2023	$0.00

Plum Options Summary

As of 06/11/23

Early Pay Discount History:

Total Year-To-Date $	0.00
Total-to-Date $	155,974.99

Note: Early Pay Discount Summary does not include Adjustments

IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.

Department of Defense Manpower Data Center

Results as of : Nov-15-2023 08:08:10 PM

SCRA 5.18

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX[redacted]
Birth Date: Jul-XX-1983
Last Name: JOHNSON
First Name: MICHELLE
Middle Name:
Status As Of: Nov-15-2023
Certificate ID: 6JSVL7RCSWYH6XG

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

AFFIDAVIT OF INDEBTEDNESS

I, Stephanie Fogelman, declare and state as follows:

1. I am an Assistant Custodian of Records for American Express National Bank ("Plaintiff"), a national bank organized under the laws of the United States, ("American Express" hereinafter), with its headquarters located at 115 W. Towne Ridge Parkway Sandy, UT 84070.

2. In my capacity as Assistant Custodian of Records for American Express, I am familiar with the ongoing credit card business operations and practices of American Express, particularly with respect to its recordkeeping computer systems, credit card agreements and billing for various types of accounts issued by American Express. I have access to the business records relating to credit card accounts issued by American Express, including, in particular, the records of cardmember accounts and the applicable card agreements. I have personal knowledge of American Express' regular practices and procedures with respect to: (a) the transmittal of credit card account agreements, notices, billing statements, and other documents; and (b) quality assurance controls utilized to ensure that such transmittals are properly made. I also have access to and am generally familiar with the cardmember account records created and maintained by American Express. Except where based on my review of records and documents regularly maintained in the ordinary course of business, all of the matters set forth herein are within my personal knowledge and, if called as a witness, I could competently testify thereto.

3. The billing statements and other documents referred to herein were created at or near either the time of the transactions or the time the original statements were made and have been kept by American Express in the ordinary course of business. In my experience, the systems used by American Express to create and maintain data for and to produce billing statements and other documents are reliable and kept in a good state of repair, and American Express' procedures for inserting transaction and other data into the systems have built-in safeguards to ensure accuracy and identify errors. Duplicate statements can be obtained only by authorized American Express personnel or authorized agents pursuant to proper procedures, which must be followed in order to obtain the statements. The other records referred to herein were created and kept in the ordinary course of business by American Express and were created at or near the time of the occurrence of the matters set forth by those records and/or were created based upon information transmitted by a person with knowledge of the matters set forth in those records. It is the regular business

[1] On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. *See,* https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html. *See also,* 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 *et seq.*

practice of American Express to make and keep said records. The statements contained in this affidavit are made based on my personal knowledge of the business records practices of American Express.

4. All American Express credit card accounts are governed by a written agreement (the "Cardmember Agreement") setting forth the terms and conditions of the account. When an American Express account is opened, the Cardmember Agreement is provided to the cardmember. The Cardmember Agreement provides that use of the card constitutes acceptance of the agreement.

5. All American Express Cardmember Agreements expressly provide that American Express may change the terms of the Cardmember Agreement from time to time. American Express advises current cardholders of changes through change-in-terms notices, which are either mailed to American Express cardmembers in separate mailings or included with or printed on the cardmembers' monthly billing statements.

6. American Express maintains computerized records of the amounts due and owing to American Express for any transactions that occur when an individual uses an American Express credit card. The computerized records reflect all debits and credits in connection with the use of an American Express credit card. American Express sends or otherwise makes available monthly billing statements to cardmembers who carry a balance or are otherwise required to receive a monthly statement.

7. I have personally reviewed American Express' records concerning defendant **MICHELLE JOHNSON AND ATLANTIC MEDIA LLC** ("Defendant"). Those records reflect that Defendant opened an American Express credit card account, the current account number ending in [redacted] **PREVIOUSLY** [redacted] (the "Account") in **January 2021**. Consistent with American Express' standard business practices, American Express' records reflect that it mailed Defendant's credit card, together with a copy of Defendant's Cardmember Agreement, to Defendant when American Express opened Defendant's Account. Copies of each of these Cardmember Agreements were transmitted to Defendant as they were periodically revised or updated. A true and correct copy of the Cardmember Agreement in effect at the time of cancellation of the Account is annexed hereto as Exhibit A.

8. American Express' records further reflect that Defendant used the Account to pay for various goods and services and/or obtain cash advances. Consistent with American Express' standard business practices, American Express' records reflect that it transmitted monthly billing statements to Defendant. There is no record of Defendant ever asserting a valid unresolved objection to the balance shown as due and owing on the monthly statements provided to Defendant.

9. Pursuant to American Express' records, under the terms of the Cardmember Agreement, Defendant defaulted in making the payments due on the Account. American Express' records reflect that American Express closed Defendant's Account. After giving Defendant credit for all payments made, if any, the amount justly due and owing as of **11/15/2023** is **$267,363.25**. True and correct copies of the monthly Account Statements for the defendant's Account for the period closing on **4/24/2023** is/are annexed hereto as Exhibit B.

10. Defendant's Account has not been sold or assigned by American Express, the original creditor of the account.

11. The information set forth herein is true and correct to the best of the undersigned's knowledge, information and belief and, if called as a witness, I could competently testify thereto.

12. Upon information and belief, the Defendant is not now, nor has been within 30 days hereof, in the military service of the United States as defined in the Servicemembers Civil Relief Act as amended nor an infant, incompetent, under mental defect or infirm.

I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: 11/17/2023

By: Stephanie Fogelman
Stephanie Fogelman
Title: Assistant Custodian of Records

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida

County of Broward

Subscribed and sworn to (or affirmed) before me on this 17 day of Nov., 2023 by Stephanie Fogelman proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

COREA PARKS
Commission # HH 195193
Expires November 4, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

Cardmember Agreement: Part 1 of 2

As of: 01/12/2021

Blue Business Cash(TM)
Cardmember Name: MICHELLE JOHNSON
Credit Limit: $2,000

Company Name: ATLANTIC MEDIA LLC

Account Ending In: [redacted]

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases Up to the Credit Limit	**0.00%** introductory APR through your billing period that ends in January, 2022. After that, your APR will be **19.24%** (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
APR for Balance Transfers	**19.24%** (Prime Rate + 15.99%) This APR will vary based on the Prime Rate. Balance transfers may not be available.
Penalty APR and When it Applies	**29.24%** (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to all balances on your account if you: 1) make a payment that is returned 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. **How Long Will the Penalty APR Apply?** If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row. The Penalty APR may apply to the Amount Above the Credit Limit. See *When we charge interest* in Part 2 of the Cardmember Agreement for information on *Interest Charged If You Do Not Pay Your Minimum Payment Due.*
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers on the transaction date. If you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due each month, we will not charge interest on the Amount Above the Credit Limit. See *When we charge interest* in Part 2 of the Cardmember Agreement.
Fees	
Annual Membership Fee	**None**
Transaction Fees • Balance Transfer • Foreign Transaction	 Either $5 or 3% of the amount of each transfer, whichever is greater. Balance transfers may not be available. **2.7%** of each transaction after conversion to US dollars.
Penalty Fees • Late Payment • Returned Payment • Overlimit	 **Up to $39.** **$39.** **None**

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

Loss of Introductory APR: If a penalty APR applies to your account for any reason we will end any introductory APRs and a penalty APR will apply to your Account.

How Rates and Fees Work

Rates	
Calculating APRs and DPRs	The Annual Percentage Rate (*APR*) for variable rates is determined by adding an amount (*margin*) to the Prime Rate (see *Determining the Prime Rate* in Part 2). The Daily Periodic Rate (*DPR*) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.

Rate Description	Prime + Margin	APR	DPR
Introductory Purchase	n/a	0.00%	0.0000%
Purchase	Prime + 15.99%	19.24%	0.0527%
Balance Transfer APR	Prime + 15.99%	19.24%	0.0527%
Penalty	Prime + 25.99%*	29.24%	0.0801%

*The variable penalty APR will not exceed 29.99%

When the penalty APR will apply	The penalty APR applies to all balances on your account if • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. See *When we charge interest* in Part 2 of the Cardmember Agreement for information on *Interest Charged If You Do Not Pay Your Minimum Payment Due.*
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
Fees	
We add fees to a purchase balance, unless we tell you otherwise.	
Annual Membership	This fee is on the *Rates and Fees Table* on page 1 of Part 1.
Late Payment	Up to $39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is $39. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See *When the penalty APR will apply* above.
Returned Payment	$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See *When the penalty APR will apply* above.
Returned Check	$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Overlimit	None
Balance Transfer	3% of the transaction, with a minimum of $5. A different fee may apply if stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer. Balance transfers may not be available.
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for *Converting charges made in a foreign currency.*

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

Supplement to the Cardmember Agreement

How Your Reward Program Works

Blue Business Cash™ Card

How you earn a rebate	You will receive a rebate for eligible purchases on your American Express Blue Business Cash™ Card (*Card Account*). The rebate you receive is based on a percentage of the eligible purchases you make during each billing period and will be automatically credited to your account as a statement credit. The rebate will appear by the second billing statement after the billing statement with the eligible purchases. You will not receive the rebate if your Card account is cancelled or in default at the time of fulfillment. **Rebate Percentages** A *rebate year* is January 1st - December 31st. For each rebate year, you will receive a rebate of: • 2% on your first $50,000 (1% thereafter) of eligible purchases.	**Eligible Purchases** *Eligible purchases* are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include: fees or interest charges, purchases of traveler's checks, purchases or reloading of prepaid cards, or purchases of any cash equivalents. Additional terms and restrictions apply.
How you will get your rebate	You will receive your rebate as a statement credit. The rebate will appear by the second billing statement after the billing statement on which the eligible purchases appear.	
When you will forfeit your rebate	If the Minimum Payment Due is not paid by the Closing Date of the billing period in which it is due, you will forfeit the rebate received during that billing period.	You will forfeit your rebate if your Card Account is cancelled before we issue the credit.
Other things you should know about this program	You may forfeit some or all of the rebate you have received for items that are not purchased for use or consumption by the Company in its ordinary course of business. We may change the terms of this program at our discretion. If you violate or abuse this program, you may forfeit the rebate.	If there is a dispute with any of your eligible purchases, the amount of that eligible purchase will not count toward your rebate until the dispute is resolved. If a credit to your Card Account places your annual eligible purchases in a negative status, the rebate on your billing statement will show a zero balance. The statement will show a zero balance until you accumulate eligible purchases equal to the negative balance.

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Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Effective January 1, 2021, we are amending the *How Your Reward Program Works* section in the Supplement to the Cardmember Agreement to state that "person-to-person transactions" are not eligible to earn rewards.

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Cardmember Agreement: Part 2 of 2

How Your American Express Account Works

Introduction

About your Cardmember Agreement

This document together with Part 1 makes up the Cardmember Agreement (*Agreement*) for the *Account* identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Words we use in the Agreement

We, us, and ***our*** mean the issuer shown on page 1 of Part 1. Except as provided below, ***Basic Cardmember*** means the person who applied for this Account or to whom we address billing statements. ***Company*** means the business for which the Account is established. ***You*** and ***your*** mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

Card means any card or other device that we issue to access the Account. A ***charge*** is any amount added to the Account, such as purchases, balance transfers, fees and interest charges. A ***purchase*** is a charge for goods or services or a person-to-person transaction. A ***person-to-person transaction*** is a charge for funds sent to another person. A ***balance transfer*** is a charge to pay an amount you owe on another credit card account.

To ***pay*** by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see *About your payments* in Part 2).

Additional Cardmembers

At your request, we may issue cards to *Additional Cardmembers*. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this Agreement with all Additional Cardmembers.

You must tell Additional Cardmembers that:

- we may obtain, provide and use information about them.
- their use of the Account is subject to this Agreement.

You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the *Closing your Account* sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the first or oldest Additional Card. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.

Replacement Basic Cardmember

You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.

If you propose another person to replace the Basic Cardmember, that person must agree to assume the obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.

You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.

About using your card

Using the card

Cards may be used for purchases. At our discretion, we may permit you to make balance transfers or person-to-person transactions subject to *Limits on person-to-person transactions*. You cannot transfer balances from any other account issued by us and/or our affiliates. Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

Keep the cards safe. Do not let anyone use them. If a card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used for illegal activities.

Limits on person-to-person transactions	Your person-to-person transactions may not exceed the **$2,000** person-to-person transaction limit within any 30-day period.	You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the limit on person-to-person transactions. We may not approve a person-to-person transaction if it would cause your Account to exceed the person-to-person transaction limit or your Credit Limit.
Promise to pay	You promise to pay all charges, including • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and if you let them use your Account, and • charges that Additional Cardmembers make or permit others to make.	
Credit Limit and Amount Above the Credit Limit	We assign a *Credit Limit* to the Account. It is shown on page 1 of Part 1 and on each billing statement. We may increase or reduce the Credit Limit. We may do so even if you pay on time and the Account is not in default. We may approve charges or assess interest charges or fees that cause the account balance to go over the Credit Limit. If we do this, we will not charge an overlimit fee. The part of the New Balance that is above the Credit Limit appears on your statement as the *Amount Above the Credit Limit.* We decide whether to approve a charge that will cause the account balance to go over the Credit Limit, or that will add to the Amount Above the Credit Limit, based on how you spend and pay on this Account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about.	For balances under the Credit Limit, you have the option of paying the balance in full each month, or paying at least the Minimum Payment Due and paying the remaining balance over time while accruing interest charges. The Amount Above the Credit Limit will be due in full as part of the monthly Minimum Payment Due (see *How we calculate your Minimum Payment Due* below). **Interest on the Amount Above the Credit Limit** For any particular billing period, we will not charge interest on the Amount Above the Credit Limit **if** you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due (see *When we charge interest* below). If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1). After you pay the Minimum Payment Due shown on your statement by the Closing Date of the billing period in which it is due, we will no longer charge interest on the Amount Above the Credit Limit.
Declined transactions	We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit and your Account is not in default.	We are not responsible for any losses you or any Additional Cardmembers incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay	You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement. Each statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time, we must receive	at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your statement. Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date. Each statement also shows a Next Closing Date.
How to make payments	Make payments to us in U.S. dollars with: • a single check drawn on a U.S. bank, or • a single negotiable instrument clearable through the U.S. banking system, for example a money order, or • an electronic payment that can be cleared through the U.S. banking system. When making a payment by mail: • make a separate payment for each Account, • mail your payment to the address shown on the payment coupon on the billing statement, and • write the Account number on your check or negotiable instrument and include the payment coupon. If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in the	statement. If we receive it after that time, we will credit the payment on the day after we receive it. If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see *How Rates and Fees Work* on page 2 of Part 1). We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S. If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

How we apply payments and credits

If the balances on your most recent billing statement are subject to different interest rates, we apply payments first to the balances with the highest interest rate and then to balances with lower interest rates.

After the balance on your statement has been paid in full, we apply any additional payments to amounts that have not yet appeared on a statement, starting with those amounts subject to the highest interest rate and then to amounts at lower interest rates.

In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

Effect of Paying the Minimum Payment Due

The effect of paying the Minimum Payment Due is that the Amount Above the Credit Limit is paid, but only part of the interest bearing balance is reduced.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

Your Minimum Payment Due is made up of:

- any fees,
- any interest,
- any past due amount,
- any Amount Above the Credit Limit,
- and the *higher* of $35 or a percentage of the New Balance (for information on how this amount is calculated, see *Minimum Payment Due with No Amount Above the Credit Limit* and *Minimum Payment Due with an Amount Above the Credit Limit* below).

As further explained below, to calculate the Minimum Payment Due for each billing statement, we use:

- the New Balance,
- any Amount Above the Credit Limit,
- the Previous Balance,
- any Interest Charged,
- any Penalty Fees, and
- any Past Due Amount.

These amounts can be found on your statement.Your Minimum Payment Due may also include any additional amount specified in a promotional offer.Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

Minimum Payment Due with No Amount Above the Credit Limit

Your Minimum Payment Due consists of a portion of your Account balance plus interest charges and Penalty Fees.

To calculate your Minimum Payment Due for each statement, we first determine the higher of **(1)** or **(2)** below:

(1) $35, or

(2) The amount calculated using the following steps:

1. Calculate Modified New Balance by subtracting the interest and Penalty Fees charged on the statement from the New Balance on the statement.
2. Calculate the Applicable Rate by:
   - I. Adding the following together:
     - 1% of the portion of the Modified New Balance less than or equal to $25,000 and
     - 5% of the portion of the Modified New Balance greater than $25,000 and less than or equal to $75,000 and
     - 10% of the portion of the Modified New Balance greater than $75,000
   - II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
4. Add the Interest Charged on the statement to the result from step 3.

Finally, we take the higher of **(1)** and **(2)** above and add Penalty Fees. Then we round to the nearest dollar and add any Past Due Amount.

EXAMPLE: *Assume that your New Balance is $30,000, Interest Charged is $299.59, and you have no Penalty Fees or Past Due Amount.*

(1) $35, or

(2) Calculate the following:

1. *Modified New Balance: $30,000 - $299.59 Interest Charged - $0 Penalty Fees = $29,700.41*
2. *Applicable Rate: [(1% x $25,000) + (5% x $4,700.41)] / $29,700.41 = 0.0163*
3. *Portion of the Modified New Balance included in the Minimum Payment Due: $29,700.41 x 0.0163 = $484.12*
4. *$484.12 + $299.59 Interest Charged = $783.71*

The higher of (1) or (2) is $783.71.

$783.71 + $0 Penalty Fees + $0 Past Due Amount = $784.

Minimum Payment Due with an Amount Above the Credit Limit

To calculate your Minimum Payment Due for each statement, we first determine the higher of **(1)** or **(2)** below:

(1) $35, or

(2) The amount calculated using the following steps:

1. Calculate Modified New Balance by subtracting the Amount Above the Credit Limit, interest and Penalty Fees charged on the statement from the New Balance on the statement. For this calculation:
    I. We will only subtract the amount of Interest Charged that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Interest Charged is included in the Amount Above the Credit Limit below.
    II. We will only subtract the amount of Penalty Fees that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Penalty Fees are included in the Amount Above the Credit Limit below.
2. Calculate the Applicable Rate by:
    I. Adding the following together:
        - 1% of the portion of the Modified New Balance less than or equal to $25,000 and
        - 5% of the portion of the Modified New Balance greater than $25,000 and less than or equal to $75,000 and
        - 10% of the portion of the Modified New Balance greater than $75,000
    II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
4. Add the part of the Interest Charged not included in the Amount Above the Credit limit to the result from step 3.

Finally, we take the higher of **(1)** and **(2)** above and:

- Add any Penalty Fees *not* included in the Amount Above the Credit Limit,
- Add any Amount Above the Credit Limit, after subtracting any part of the Past Due Amount that *is* included in the Amount Above the Credit Limit (see *How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit* below),

Then we round to the nearest dollar and add any Past Due Amount.

EXAMPLE: *Your New Balance is $35,000, Interest Charged is $334.63, penalty fee is $38, Amount Above the Credit Limit is $450, credit limit is $34,550, and your Past Due Amount is $300.*

(1) *$35, or*

(2) *Calculate the following:*

1. *Modified New Balance: $35,000 New Balance - $0 Interest Charged not included in the Amount Above the Credit Limit - $0 Penalty Fees not included in the Amount Above the Credit Limit - $450 Amount Above the Credit Limit = $34,550*
2. *Applicable Rate: [(1% x $25,000) + (5% x $9,550)] / $34,550 = 0.0211*
3. *Portion of the Modified New Balance included in the Minimum Payment Due: $34,550 x 0.0211 = $729.01*
4. *$729.01 + $0 Interest Charged not included in the Amount Above the Credit Limit = $729.01*

The higher of (1) or (2) is $729.01.

$729.01 + $0 Penalty Fees not included in Amount Above the Credit Limit = $729.01.

$729.01 + ($450 Amount Above the Credit Limit - $0 Past Due Amount included in the Amount Above the Credit Limit) = $1,179.01

$1,179 + $300 Past Due Amount = $1,479

If your Account has an Amount Above the Credit Limit, we do additional calculations to determine what part of interest, fees, and the Past Due Amount are included in the Amount Above the Credit Limit. You can see how to do these additional calculations in the ***Additional Calculations*** sub-section below.

Additional Calculations

How to determine whether Interest Charged is included in the Amount Above the Credit Limit

To determine whether any part of Interest Charged is included in the Amount Above the Credit Limit, we subtract the Amount Above the Credit Limit from the Interest Charged on the statement.

- If the result is less than or equal to zero, then all of the Interest is already included in the Amount Above the Credit Limit.
- If the result is greater than zero, the result is the part of Interest *not* included in the Amount Above the Credit Limit.

EXAMPLE

Your Interest Charged is $62.63 and the Amount Above the Credit Limit is $250.

$62.63 Interest Charged on statement - $250 Amount Above the Credit Limit = -$187.37

- *Because -$187.37 is less than zero, all of the Interest Charged on the statement is already included in the Amount Above the Credit Limit.*

Interest Charged not included in the Amount Above the Credit Limit is $0.

How to determine whether Penalty Fees are included in the Amount Above the Credit Limit

To determine whether any part of Penalty Fees are included in the Amount Above the Credit Limit:

(1) We subtract the Interest Charged from the Amount Above the Credit Limit.
(2) Then, we subtract the result of this Step 1 from the Penalty Fees.
- If the result is less than or equal to zero, then all of the Penalty Fees are already included in the Amount Above the Credit Limit.
- If the result is greater than zero, that amount is the part of the Penalty Fees not included in the Amount Above the Credit Limit.

EXAMPLE

Your Amount Above the Credit Limit is $250, Interest Charged is $62.63, Penalty Fees are $38.

(1) *$250 Amount Above the Credit Limit - $62.63 Interest Charged = $187.37*

(2) *$38 Penalty Fee - $187.37 = -$149.37.*

- *Because -$149.37 is less than zero, all of the Penalty Fees are already included in the Amount Above the Credit Limit.*

Penalty Fees not included in the Amount Above the Credit Limit are $0.

How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit

To determine whether any part of the Past Due Amount is included in the Amount Above the Credit Limit:

(1) We subtract the Credit Limit shown on your previous statement from the Previous Balance.
- If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
- If the result is greater than zero, proceed to Step 2.

(2) We subtract any payments/credits shown on the statement from the result of the previous step.
- If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
- If the result is greater than zero, then the result is the part of the Past Due Amount that is already included in the Amount Above the Credit Limit.

EXAMPLE

(1) *Your Previous Balance is $6,000. Credit Limit is $5,000. Payments shown are $750. $6,000 Previous Balance - $5,000 Credit Limit = $1,000. $1,000 is greater than zero. Proceed to Step 2.*

(2) *$1,000 - $750 Payments shown = $250. $250 is greater than zero.*

The Past Due Amount that is included in the Amount Above the Credit Limit is $250.

About Interest Charges

When we charge interest

If interest applies, we charge interest beginning on the date of each transaction. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on balance transfers.

How to Avoid Interest on Purchases up to the Credit Limit

If you pay the New Balance on every billing statement by the Payment Due Date, we will not charge interest on purchases.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases that are not included in the Amount Above the Credit Limit from the beginning of that billing period until the date of your payment. If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases that are not included in the Amount Above the Credit Limit on the following statement.

Also, we will not charge interest on purchases on a statement if the Previous Balance on that statement is zero or a credit balance.

How to Avoid Interest on the Amount Above the Credit Limit

For any particular billing period, we will not charge interest on the Amount Above the Credit Limit **if** you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due. However, if you pay less than the New Balance, we will charge interest, as per the *How to Avoid Interest on Purchases up to the Credit Limit*, on purchases not included in the Amount Above the Credit Limit.

Interest Charged If You Do Not Pay Your Minimum Payment Due

If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1).

If you do not pay the Minimum Payment Due on a statement by the Closing Date of the billing period in which it is due and then you pay the Minimum Payment Due on a subsequent statement by the Closing Date of the billing period in which it is due, we will not charge interest on the Amount Above the Credit Limit for the billing period for which you paid the Minimum Payment Due by the Closing Date in which it is due.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each balance. Different categories of transactions--such as purchases and balance transfers--may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- Average Daily Balance (*ADB*) multiplied by
- Daily Periodic Rate (*DPR*) multiplied by
- Number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up each *Daily Balance Subject to Interest* (see below). Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one ten thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* on page 2 of Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is $2,250 and there are 30 days in the billing period.

*The **DPR** is 15.99% divided by 365 days = 0.0438%*

*The **Interest** is $2,250 multiplied by 0.0438% multiplied by 30 days = $29.57*

Daily Balance

For each day a DPR is in effect, we calculate the Daily Balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits;
- making any appropriate adjustments.

We add a new charge to a Daily Balance as of its transaction date.

Daily Balance Subject to Interest

To calculate the *Daily Balance Subject to Interest*, we reduce the Daily Balance by the amount above your credit limit on each day, if you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due.

However, if you do not pay the Minimum Payment Due by the Closing Date of the billing period in which it is due, we will not reduce the Daily Balance by the amount above your Credit Limit on each day.

For purposes of the Daily Balance Subject to Interest, "credit limit" is the lowest credit limit on any day during the billing period.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's Daily Balance *plus an amount of interest equal to the previous day's Daily Balance Subject to Interest multiplied by the DPR for that balance.* This method of calculating the beginning balance results in daily compounding of interest.

	When an interest rate changes, the new DPR may come into effect during--not just at the beginning of--the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's Daily Balance Subject to Interest by the old DPR and add the result to that day's daily balance compounding of interest.	**Other methods** To calculate the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.
Determining the Prime Rate	We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If *The Wall Street Journal* is no longer published, we may	use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate. If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

Other important information

Changing the Agreement	We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.	This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.
Converting charges made in a foreign currency	If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.	
Changing your billing address	You must notify us immediately if you change the: • mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications. • legal entity of the Company. • tax identification number.	
Closing your Account	You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so. The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.	If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement. If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.
Cancelling or suspending your Account	We may: • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account. • notify merchants that your Account has been cancelled or suspended. If we do any of these, you must still pay us for all charges under the terms of this Agreement. We may do any of these things at our discretion, even	if you pay on time and your Account is not in default. If your Account is cancelled, you must destroy all cards. We may agree to reinstate the Account after a cancellation. If we do this, we may: • reinstate any cards, including additional cards.j • charge you any applicable fees, including annual fees. • charge you a fee for reinstating the Account.
About default	We may consider your Account to be in default if: • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due.	If we consider your Account in default, we may: • suspend your ability to make charges, • cancel or suspend any feature on your Account, • cancel the Account and require you to pay the Account balance immediately. • require you to pay more than your Minimum Payment Due immediately.
Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.	

Credit reports	You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law. You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report. If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect
Sending you notices	We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.
We may contact you	**Servicing and Collections** If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it. **Call monitoring** We may monitor and record any calls between you and us.
About insurance products	We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about. We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.
How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: • the amount, • the routing number, • the account number, and • the check serial number. If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.
Changing the benefits	We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.
Assigning the Agreement	We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.
Assigning claims	If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
Governing law	Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.
Notice to Oregon Residents	Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.
Notice for residents of Washington State	In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, ***you*** and ***us*** includes any corporate parents, subsidiaries, affiliates or related persons or entities. ***Claim*** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. ***Claim*** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a ***claim notice***) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (***FAA***).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration,* the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any ***arbitration fees*** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written ***rejection notice*** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject

for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the lime you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account(in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Billing Dispute Procedure

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement
In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We, our,* and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

AutoPay, Pay By Computer, Pay By Phone
With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to contact us about the services
You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments
The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancelation terms:
(1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.
(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
(3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions
Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments
If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:
- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy
We will disclose information to third parties about your transactions:
- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration
The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

In case of errors or questions
If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:
- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services
We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.
We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:
- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at: American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment
We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to $50. If you choose this option, we will take all reasonable steps to comply with your request.

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EXHIBIT B

American Express Blue Business Cash™

ATLANTIC MEDIA LLC
MICHELLE JOHNSON
Closing Date 04/24/23 Next Closing Date 05/25/23
Account Ending [redacted]

Customer Care: 1-800-521-6121
TTY: Use Relay 711
Website: americanexpress.com

New Balance	**$267,363.25**
Minimum Payment Due	**$265,995.00**
Includes the past due amount of $265,831.00	
Payment Due Date	**05/19/23**

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 05/19/23, you may have to pay a late fee of up to $39.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	6 years	$275,367

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due.

Please refer to the **IMPORTANT NOTICES** section on **page 5.**

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

Continued on page 3

Cash Back Details

For the most up to date details about Cash Back, please log into your online account at **americanexpress.com**

Account Summary

Previous Balance	$267,363.25
Payments/Credits	-$0.00
New Charges	+$0.00
Fees	+$0.00
Interest Charged	+$0.00
New Balance	**$267,363.25**
Minimum Payment Due	**$265,995.00**
Credit Limit	$2,000.00
Amount Above the Credit Limit	$265,363.25

Days in Billing Period: 31

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
1-800-472-9297

Account Ending [redacted]
Enter 15 digit account # on all payments.
Make check payable to American Express.

MICHELLE JOHNSON
ATLANTIC MEDIA LLC
452 DEER VALLEY DR
PONTE VEDRA FL 32081

Payment Due Date
05/19/23
New Balance
$267,363.25
Minimum Payment Due
$265,995.00

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

$_____.____
Amount Enclosed

[redacted]

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on balance transfers (unless otherwise disclosed) beginning on the transaction date. You can avoid paying interest on the Amount Above the Credit Limit by paying your Minimum Payment Due before the closing date of the month in which it is due. See your Cardmember Agreement for further details.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.70% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
American Express, PO Box 981535, El Paso TX 79998-1535
In your letter, give us the following information:
- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:
- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:
1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at **www.americanexpress.com/updatecontactinfo**
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit **americanexpress.com/autopay** today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit **www.americanexpress.com/privacy.**

Customer Care & Billing Inquiries **1-800-521-6121**
International Collect 1-623-492-7719
Cash Advance at ATMs Inquiries 1-800-CASH-NOW
Large Print & Braille Statements **1-800-521-6121**

Hearing Impaired
Online chat at **americanexpress.com** or use **Relay dial 711** and **1-800-521-6121**

Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

ⓘ Please note, your spending limit is $41,700.00. You have spent $267,363.25.

Fees

	Amount
Total Fees for this Period	**$0.00**

Interest Charged

	Amount
Total Interest Charged for this Period	**$0.00**

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2023 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2023	$39.00
Total Interest in 2023	$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	29.99% (v)	$0.00	$0.00
Total			**$0.00**

(v) Variable Rate

IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.

Department of Defense Manpower Data Center

Results as of : Nov-15-2023 08:08:10 PM

SCRA 5.18

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-[redacted]
Birth Date: Jul-XX-1983
Last Name: JOHNSON
First Name: MICHELLE
Middle Name:
Status As Of: Nov-15-2023
Certificate ID: 6JSVL7RCSWYH6XG

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: https://scra.dmdc.osd.mil/scra/#/faqs. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.